

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

TUESDAY



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A23

10/11/2009

175

COMPANIES HOUSE

1

Company details

Company number 0 5 9 1 7 0 0 1

Company name in full Sophistilearn Limited (the "Chargor")

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 2 7 1 0 2 0 0 9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Debenture (the "**Debenture**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to any one or more of the Finance Parties under or in connection with Finance Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the default interest rate, and in the manner described, in the Facilities Agreement (the "**Secured Obligations**").

For definitions used in this form, please see the definitions section of the continuation pages (1-3) attached.

Continuation page

Please use a continuation page if you need to enter more details.

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name	HSBC Bank Plc.									
Address	8 Canada Square									
	London									
Postcode	E	1	4		5	H	Q			
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars	<p>1.1 The Chargor with full title guarantee charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations:</p> <ul style="list-style-type: none"> (a) by way of legal mortgage, the Real Property; (b) by way of fixed charge, any <u>Real-Property</u> now or at any time after the date of the Debenture belonging to the Chargor (other than any property charged under paragraph 1.1(a) above); (c) by way of fixed charge, all <u>plant, machinery, vehicles, computers, office and other equipment</u> owned by the Chargor, both <u>present and future</u>; (d) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights; (e) by way of fixed charge all present and future <u>Receivables</u>; (f) by way of fixed charge all present and future <u>Investments</u>; (g) by way of fixed charge, all present and future <u>Intellectual Property</u>; (h) by way of fixed charge, the <u>goodwill</u> of the Chargor and its <u>uncalled capital</u> both present and future; (i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in paragraph 1.3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Chargor is entitled under any of the Material Contracts; (j) by way of <u>floating charge</u>, the <u>whole of the Chargor's undertaking and assets</u>, <u>present and future</u> including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property"). <p>1.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.</p>
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Continued at continuation page attached.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X

Wragge & Co LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Juliette Challenger

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country England

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continued from form MG01.

Continuation page 1 of 3.

1.3 Security Assignment

The Chargor with full title guarantee assigned to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Insurance Policies; and
- (b) the Material Contracts.

The Security Trustee will not require to be given by the Chargor any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material Contracts unless the Agent has served a notice to accelerate under of the Facilities Agreement.

2 Negative Pledge

Except as permitted in paragraph 2.3 below:

2.1 The Chargor shall not create or permit to subsist any Security over any of its assets.

2.2 The Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset. (together "Quasi Security").

2.3 Paragraphs 2.1 and 2.2 above do not apply to any Security or (as the case may be) Quasi-Security, which is:

- (a) Permitted Security; or
- (b) a Permitted Transaction.

Definitions:

"Agent" means HSBC Bank Plc;

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Facilities Agreement.

"Event of Default" means any event or circumstance specified as such in the Facilities Agreement.

"Excluded Leasehold" means any leasehold interest (i) under a lease under which the Chargor is obliged to pay a rack rental, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business or operations of the Chargor or (ii) leased to the Chargor on terms which prohibit (either absolutely or subject to the landlord's consent being obtained and where such consent has not been obtained) the creation of any Security over the Chargor's interest in such leasehold property.

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Short particulars

Continuation page 2 of 3.

"Facilities Agreement" means the term and revolving facilities agreement dated 8 April 2009 and made between, inter alia, the Security Trustee, Enara Group Limited, the Parent and the Chargor.

"Finance Documents" means the Facilities Agreement, the Intercreditor Deed, each Hedging Agreement and each Transaction Security Document and each Accession Letter, Ancillary Document, Compliance Certificate, Fee Letter, Resignation Letter, Selection Notice, Transaction Security Document, Utilisation Request (in each case as defined in the Facilities Agreement) and each other document designated as a **"Finance Document"** by the Agent and Enara Group Limited and **"Finance Document"** means any of the foregoing.

"Finance Parties" means the Agent, the Arranger, the Security Trustee, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (in each case as defined in the Facilities Agreement) and **"Finance Party"** means any of them.

"Financial Indebtedness" means the principal amount of any indebtedness as defined in the Facilities Agreement.

"Group" means the Parent, Enara Group Limited (a company registered in England & Wales under company number 06545542) and each of their respective subsidiaries from time to time.

"Insurance Policies" means any policy of insurance and cover note in which the Chargor may from time to time have an interest.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, inventions and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group.

"Investments" means any stocks other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Material Contracts" means the agreements (if any) listed in Schedule 5 (The Material Contracts) of the Debenture and any other contract entered into by the Chargor which (i) does not, under its terms, prohibit charging or assignment of the rights under it and (ii) that is from time to time agreed in writing by the Security Trustee and the Chargor (or which, at any time after the Agent has served a notice to accelerate under of the Facilities Agreement, is identified in writing by the Agent) as a Material Contract and all Related Rights.

"Obligors" means an original or additional borrower or an original or additional guarantor under the Facilities Agreement and **"Obligor"** means any of the foregoing.

"Parent" means Enara Finance Limited, a company registered in England & Wales (company number 06545556).

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group with the Ancillary Lender as defined in the Facilities Agreement in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (c) any netting or set-off arrangement entered into by any member of the Group under a Hedging Agreement (as defined in the Facilities Agreement) for the purposes of determining the obligations of the parties to that agreement by reference to their net exposure under that agreement;
- (d) any Security over the Target Group provided such Security is discharged by the Closing Date (in each case as defined in the Facilities Agreement);
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (f) any cash deposit charged by way of security to the landlord of any leasehold real property occupied by any member of the Group;
- (g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal (as defined in the Facilities Agreement);

(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to

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Short particulars

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"Permitted Transaction" means:

- (a) any disposal required, Financial Indebtedness (as defined in the Facilities Agreement) incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents;
- (b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group; and
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness (as defined in the Facilities Agreement)) conducted in the ordinary course of trading on arm's length terms.

"Real Property" means the Chargor's estates or interests in all freehold (including commonhold), leasehold (including the property, if any, specified in Part 1 of Schedule 1 of the Debenture), and any buildings, fixtures or fittings from time to time situated on or forming part of such property (other than Excluded Leasehold Property) and includes all Related Rights .

"Receivables" means all present and future book and other debts and monetary claims owing to the Company and all Related Rights.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trustee" means HSBC Bank plc.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5917001
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 OCTOBER
2009 AND CREATED BY SOPHISTILEARN LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY ONE OR MORE OF THE FINANCE PARTIES
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 10 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2009

*DT.
381*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES